



PARIS INDEPENDENT SCHOOL DISTRICT

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16 September, 1998

Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street, S.W.  
Room TW-A325  
Washington, D.C. 20554

Subject: In the matter of: Request for Review by Paris Independent School District  
of Decision of Universal Service Administrator

Reference: FCC Docket Nos. 97-21 and 96-45

### Introduction

For the 1998-1999 funding period, Paris Independent School District (Paris ISD) applied and was approved for various discounts as specified by the E-Rate program as administered by the Universal Service Administrative Co. (USAC). During the course of a project, Paris ISD changed vendors from the vendor (SPIN#: 143010204) approved by USAC as specified by the Funding Request Number (FRN: 40949) to another vendor (SPIN#: 143016650) due to the approved vendor breaching the awarded contract by not being able to complete the contract in the specified and agreed upon amount of time. A request was forwarded to the USAC per procedure requesting this change in service provider. This request to change service provider was denied as not meeting one of the three criteria set forth as allowable circumstances. It is Paris ISD's contention that, if fact, the approved service provider was replaced by an alternate vendor because the approved service provider breached the contract, which is one of the three allowable circumstances for changing service providers.

### Background

During the first quarter of 1998, Paris ISD followed the USAC (then called the SLC) procedures in filing Forms 470 and 471 as implemented by the SLC. Following SLC and local school board procedures, Paris ISD awarded a contract to Powers Services, Inc. (SPIN#: 143010204) for various infrastructure network cabling at a number of Paris ISD campuses. The service provider agreed in writing (see Exhibit 1-Proposal Response Form) to accept the Paris ISD's Request for Proposal for LAN Network Cabling as a condition for receiving the cabling contract. The complete RFP/Specification is attached as Exhibit 2. One very important factor in the contract award was that the contract be completed by August 1, 1998 as the 1998-1999 school year was to begin the second week in August. This was clearly stated in Section 2.6 of the RFP document.

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The vendor was issued a purchase order on April 7, 1998 that included multiple campuses and encompassed a number of FRNs. Actual cabling work by the vendor was started mid-May 1998 with a completion date scheduled (and agreed upon) of August 1, 1998.

It became apparent in mid-June, 1998, that satisfactory progress was not being made. Bi-weekly status meetings were held with the service provider reviewing the progress of the work. On July 17, the service provider was informed that the progress of the job was not acceptable and given one week to correct this situation. On July 28, Paris ISD determined that the job was not going to be completed by the deadline (or anytime soon), and made the decision (per Section 2.2.9 of Exhibit 2) of obtaining an alternate vendor to complete the job. Since LHR Enterprises had also bid on the contract and had agreed to complete the job based on the winning bid price, Paris ISD contracted with this vendor to complete the Paris ISD cabling job. The job (as identified by FRN: 40949) was completed by this alternate service provider.

In March, 1999, Paris ISD received notification that the SLC had given approval for discounted services per the following item/FRN number:

|                                   |                               |
|-----------------------------------|-------------------------------|
| Billed Entity Applicant.....      | : Paris Indep School District |
| Billed Entity Number.....         | : 140607                      |
| Funding Year.....                 | : 1998                        |
| Application Number.....           | : 16647                       |
| Funding Request Number.....       | : 40949                       |
| Funding Commitment Decision ..... | : \$61,813.50                 |
| Service Provider.....             | : Powers Services, Inc.       |
| Vendor SPIN Number.....           | : 143010204                   |

On March 14, 1999, a letter was forwarded to the USAC requesting a vendor change (see Exhibit #3).

On August 18, 1999, the Universal Service Admin. Co. notified Paris ISD that its SPIN change request had been denied (see Exhibit #4). It was stated that the only circumstance under which a SPIN change request can be approved was for one of the following three cases:

- (i) Service provider refuses to participate in the E-rate program
- (ii) Service provider has gone out of business
- (iii) Service provider has breached its contract with the applicant.

Paris ISD contends that the third circumstance, "the Service provider breached its contract with the applicant", occurred.

### Summary

Therefore, the Paris Independent School District is requesting that it be allowed to change service providers for consideration of funding for FRN # 40949.

Elaine Ballard  
Elaine Ballard, Superintendent  
eballard@parisisd.net

Bennie W. Tschoerner  
Bennie Tschoerner, Technology Director  
btschoerner@parisisd.net

**Attachments:**

Exhibit 1-Proposal Response Form

Exhibit 2-RFP for LAN Network Cabling

Exhibit 3-Copy of letter to USAC

Exhibit 4-Administrator's Decision on SPIN Change

## Appendix B

## Proposal Response Form

Please fill in completely

Name of Business Powers Services Inc  
Address: 1322 Beesling  
City Mesquite State: Tx Zip: 75150  
Business Phone: 972-613-1382 Fax: 972-613-2291  
State Tax ID#: 1-75-2685596-4 Federal Tax ID#: 75-2685516  
QISV #: 1-75-268-5596-400

I do hereby certify that the attached bid response represents a good faith effort to supply the Paris Independent School District with the requested goods and services as set forth in this document. I have read completely and agree to all tenets contained herein. The Paris Independent School District and anyone in its employ has not made any agreement outside of this document concerning work contained herein nor any future work that might relate to this project:

Signed: Donna M. Powers Date: 4-3-98  
Title: President

EXHIBIT 2



**Paris Independent School District**

**Request for Proposal**

**for**

**LAN Network Cabling**

**Date Issued: March 28, 1998**

**Date Due: April 3, 1998**

**Revision B**

***Revision Date: March 28, 1998***

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## **1.0**

### **Introduction**

**Paris Independent School District (Paris I.S.D.)** is soliciting bids from reputable vendors for the installation of LAN network cabling and related hardware components. Cabling will be installed at six (6) Paris I.S.D. campuses and will include installation of Category 5 TWP cable and multimode fiber cable.



## **2.0 General Instructions to Proposers**

### **2.1 Scope of Work**

The Work consists of the furnishing of all labor, materials, services, equipment, and appliances required for the delivery and the supplying of all items as described herein and in the contract documents.

### **2.2 RFP Instructions**

#### **2.2.1 Completing the RFP**

Each question requires a written response. If you would like to attach documentation to support your answers, please do so. However, the summary answers should stand on their own.

The RFP asks questions about functionality, approach, and pricing. If you require any clarification, provide the questions in writing via fax to Bennie Tschoerner at (903) 737-7472 or via E-mail at: btsch@neto.com.

Quoted prices and discounts should be guaranteed for at least 60 days from the response date.

Vendors should take note that Paris I.S.D. will be applying for partial funding of this project with Schools and Libraries Corporation (SLC) utilizing discounts as provided for by the Universal Service Fund (E-Rate).

#### **2.2.2 Format, Due Date**

Proposal must be submitted on the Proposal forms provided and must be received no later than the Proposal opening date and time specified. All Proposals received after closing time will not be considered.

Proposals are due **no later than 10:00 a.m. CST, April 3, 1998** Submit responses to:

Ben Coker  
Assistant Superintendent for Business & Finances  
Paris Independent School District  
1920 Clarksville Street  
Paris, TX 75461-1159  
Phone (903) 737-7473  
Fax (903) 737-7484

All submitted proposals will be considered the property of Paris I.S.D.

To be considered as eligible to submit a Proposal, a vendor shall have complied with all legal requirements to permit him to operate under applicable laws of the State of Texas.

**Two (2) copies** of your completed proposal should be submitted on hard copy.

Name one person to be the coordinator for your RFP response and for any clarification activities which might be necessary.

Contact Name:  
Company:  
Title:  
Address:  
Phone:  
Fax:  
E-Mail Address:

2.2.3

**Contract**

The proposal should include a contract for all proposed equipment and services. If the vendor does not wish to submit an actual contract with the proposal, due to different alternatives proposed and pending choices from those alternatives, a sample contract should be submitted with the proposal.

2.2.4

**Withdrawal of Proposals**

No proposal may be withdrawn for a period of 60 days after Proposal opening, except by mutual consent of Paris I.S.D. and Proposer, and except that proposals may be withdrawn upon written request received from Proposer prior to time established for receipt of Proposals.

2.2.5

**Addenda**

Answers to all questions, inquiries, and requests for additional information will be issued in the form of Addenda and copies of each addendum will be issued only to those obtaining requests for proposal from Paris I.S.D.. Also, prospective proposers may, during the proposing period, be advised by addenda of additions to, deletions from, or changes in the requirements of the contract documents. Failure to acknowledge receipt of addenda issued may invalidate a proposal as incomplete.

2.2.6

**Signature on Proposals**

Proposal, to be valid, must be manually signed in ink by authorized person in space provided. By such signature, proposer agrees to strictly abide by the terms, conditions, and specifications embodied in this Invitation to Proposal.

2.2.7

**Confidentiality**

All material submitted by Paris I.S.D. must be treated as confidential and cannot be used for any other purpose than the response to this RFP. Information submitted by any vendor will be considered confidential to Paris I.S.D. and will not be used for any other purpose than evaluating vendor responses.

2.2.8

**Selection Process**

The proposals will be evaluated based on the following criteria:

1. Proposals will be examined for compliance with all the requirements in Section 4, 5, and 6. Proposals that do not comply may be subject to disqualification without further consideration.
2. Proposals will be objectively evaluated on technical compliance by a qualified team. Price and alternate proposals will be evaluated separately.
3. Oral presentations, written questions for further clarifications, and/or site visits to similar installations may be required of some or all vendors.
4. Paris I.S.D. will notify all proposers in writing when a vendor has been selected. Contract negotiations with the selected vendor will begin immediately after selection.

Please note that Paris I.S.D. will select the vendor based upon the best overall solution and value, and is not obligated to select the lowest price bidder.

Paris I.S.D. reserves the right to reject any proposal if the evidence submitted by or investigation of, such vendor fails to satisfy Paris I.S.D. that such vendor is properly qualified to carry out the obligations of the contract and to complete the Work contemplated herein. Conditional and or incomplete proposals will not be accepted.

Paris I.S.D. reserves the right to reject any or all proposals and to waive any irregularities or informalities in any proposal as Paris I.S.D. interests are best served.

2.2.9

**Compliance With Specifications and Rights of Selection**

The vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or admission.

Paris I.S.D. reserves the right to reject any and/or all proposals which comply with these specifications, or to accept a higher proposal which complies, provided that, in the judgment of Paris I.S.D., the item offered

under the higher proposals has additional value or function which justifies the difference in price.

All deviations from the specifications must be noted in the detail by the proposer, in writing, at the time of the submittal of the formal proposal. The absence of a written list of specification deviations at the time of submittal of proposal will hold the proposer strictly accountable to Paris I.S.D. to the specifications written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or item when delivered. Deviation from specification may result in disqualification of proposal if deviation is deemed disadvantageous by Paris I.S.D. and or its consultant. The decision of Paris I.S.D. is final on suitability of deviations.

Paris I.S.D. reserves the right to cancel the entire contract immediately and/or purchase or contract in the open market at the current price and charge the contractor the difference between the price so paid and the proposal price in the event the contract is not delivered according to the specification and/or awarded proposal price.

#### 2.2.10 **Proposal Errors**

All proposals shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to correction or amended for errors or miscalculations by the proposer after the proposal opening date.

#### 2.3 **Performance Bond**

Paris I.S.D. reserves the right to require a performance bond. If a performance bond is required, the following paragraphs will apply.

Each proposal shall be accompanied by a cashiers check or performance bond in the amount of 5% of the base proposal, made payable unconditionally to Paris I.S.D.. This is required as evidence of good faith and as a guarantee that, if awarded the Contract, proposer will accept and execute the Contract, and when required, will furnish required evidence of Insurance. Proposals without check or performance bond will not be considered.

The Performance and Labor and Materials Payment Bond(s) shall be prepared on a form of the Revised Civil Statutes of Texas and state that all liabilities of the Bond(s) shall be determined in accordance with the provisions of said Article. Required language on bonds includes the following: "Surety is authorized under the laws of the State of Texas to do business in the State of Texas and licensed by the State of Texas to execute bonds as Surety, (hereafter called the Surety). Also required language: "Provided, however, that this bond is executed pursuant to the

provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to the same extent as if it were copied at length herein."

**2.4 Conditions of the Work**

Each proposer shall inform himself fully of the conditions relating to this project and the employment of labor thereon. Failure to do so will not relieve a successful proposer of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

**2.5 Pre-Proposal Conference (Walk-Through)**

Although not required, it is highly recommended that interested vendors attend a pre-proposal conference and walk-through. Additional specifications or clarifications may be made at the conference that could possibly impact these specifications.

The initial pre-conference and walk-through time and date is tentatively scheduled for 9:00am, 26 March, 1998 in the Paris I.S.D. Board Conference Room located at 1920 Clarksville St., Paris, TX.

NOTE: Paris I.S.D. reserves the right to change the time and date of this pre-proposal conference and walk-through. Any changes will be posted on the following web site:

**<http://www.esc8.tenet.edu/paris/technology>**

**2.6 Time of Completion**

The date of beginning and the time of completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced as specified.

- ◆ The Contractor will proceed with the Work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract time for completion of the Work described herein is a reasonable time. The schedule for essential tasks and/or milestones should be a major component of the implementation plan (refer to Section 6).
- ◆ If the Contractor shall fail to complete the Work within the Contract Time, or extended time granted by Paris I.S.D., then the Contractor will pay Paris I.S.D. the amount of liquidated damages as specified in

the proposal for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

- ◆ A major goal of this project is to have campus wiring complete by 1 August, 1998.

2.7

### **Insurance**

To protect Paris I.S.D. and its employees against liability, loss, or expense on account of damage to property or injury or death to any person or persons arising in any way out of, or in connection with or resulting from the Work provided hereunder, contractor shall procure and maintain, at its sole expense and until acceptance of Work by Paris I.S.D., insurance as hereinafter enumerated in policies which shall be subject to Paris I.S.D.'s approval as to form, amount and issuing company. Amounts listed are minimum.

2.7.1

### **Workman's Compensation and Employer's Liability Insurance**

Workman's Compensation Coverage with Employee Liability Limits of: \$100,000 / \$500,000 / \$100,000.

Commercial Automobile Liability and Property Damage covering all owned, non-owned and hired vehicles to be used in performance of this Work: Auto liability in the amount of \$250,000 / \$500,000; Bodily Injury coverage, and \$100,000 Property Damage; Alternatively \$500,000 Combined Single Limit.

2.7.2

### **Commercial General Liability Damage Insurance**

Comprehensive general liability insurance in the amount of \$500,000 Combined Single Limit. Certificates of Insurance acceptable to Paris I.S.D. shall be filed with Paris I.S.D. prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days after written notice has been given to the Vendor. This insurance shall be kept in force during the construction period until fully accepted by Paris I.S.D. Such insurance shall be with a company which operates under the Certificates of Authorization issued by the State of Texas.

2.8

### **E-Rate Funding**

The vendor should be aware that Paris I.S.D. has applied for partial funding utilizing the Universal Service Fund (E-Rate) and application has been made with the Schools and Libraries Corporation. Therefore, any contract submitted to Paris I.S.D. should have provisions that if funding is not approved by the Schools and Libraries Corporation, the contract is void.

2.9

**Disclaimer**

This RFP does not commit Paris I.S.D. to any specific course of action. Paris I.S.D. reserves the right to not select any vendor or purchase any goods and services resulting from this RFP.

### **3.0 Vendor Background**

#### **3.1 Company Information**

1. List your company's legal name, address, and telephone number. Include parent company information if applicable.
2. How long has your company been in business?

#### **3.2 References**

Provide a minimum of 5 references for customers with operations similar to ours that have utilized your services and/or products. Include contact names, telephone numbers, and addresses.

Include Customer Reference Form (Appendix C) in your proposal.



## **4.0 General Requirements and Specifications**

### **4.1 General Proposal Requirements**

4.1.1 Installation of network and/or wiring will be certified by Paris I.S.D. personnel and/or their designees. This certification may include (but is not limited to):

- ◆ All network equipment.
- ◆ Visually checking all terminations.
- ◆ Testing cable connectors for compliance with all specifications
- ◆ Using test equipment to certify any 10/100-Base T connections.

4.1.2 Proposers must respond to all items on proposal list. Failure to reply completely may result in disqualification of proposal.

4.1.3 Successful vendor is liable for all permits and insurance necessary for installation of wiring (including non-asbestos abated building).

4.1.4 Proposed network shall be installed as per these specifications and Paris I.S.D. or their designee's interpretation of the current E.I.A./T-568 Standards for Category 5, and IEEE 802.2 10-Base T as detailed under Wiring Standards. These specifications include:

- ◆ E.I.A./TIA-570 May 31, 1991
- ◆ E.I.A./TIA-569 October 15, 1990
- ◆ E.I.A./TIA-568 July 9, 1991
- ◆ E.I.A./TIA TSB-36 September 1991
- ◆ E.I.A./TIA TSB-40 August 1992

4.1.5 If applicable, the vendor warrants that any system and/or subsystem proposed is **Year 2000 compliant** and that the system operates accurately; in the manner in which it was intended as it relates to date related operations when given a valid date containing century, year, month, and day.

### **4.2 Specifications**

#### **4.2.1 General Specifications**

4.2.1.1 If no brand is specified, vendor may supply any brand which meets specifications.

4.2.1.2 No substitutions may be made when specific brand or product is listed. (See section 2.2.9 and section 4.2.1.8)

- 4.2.1.3 All wiring shall be installed to EIA/TIA-568 standards for Category 5, IEEE 802.2 and Paris I.S.D. or it's designee's interpretation of these specifications and in accordance with all local codes and standards.
- 4.2.1.4 The vendor shall provide a one-year warranty of the installed system against defects in material and workmanship. All labor and materials shall be provided at no expense to Paris I.S.D. The warranty period shall begin on the date of acceptance by Paris I.S.D.
- 4.2.1.5 Original registration forms of all software and hardware installed must be supplied and should be included in the documentation package as required by this RFP (refer to Section 6.3).
- 4.2.1.6 Vendor will document all wiring paths and supply two (2) copies of that documentation (refer to Section 6.3).
- 4.2.1.7 If applicable, vendor shall supply Paris I.S.D. with a list of all serial numbers of equipment installed in duplicate and should also be included in the documentation package as required by the RFP (refer to Section 6.3).
- 4.2.1.8 Substitution for specified brand names may be made under the following conditions:
- ◆ Vendor must supply Paris I.S.D. with the manufacturer's specification(s) on the manufacturer's letterhead, manuals, and/or other printed material from the manufacturer.
  - ◆ Vendor must supply sample for benchmark test results for each substitution to be made by Paris I.S.D. for evaluation to conforming to meeting or exceeding specifications listed for that piece of equipment.
  - ◆ Benchmark tests will be conducted at Paris I.S.D., with Paris I.S.D. personnel in attendance to evaluate benchmarking results.
  - ◆ Paris I.S.D. shall have the final decision on whether the proposed substitution meets or exceeds specifications.
- 4.2.1.9 Patch cables from patch panels to hubs and/or switches ARE required in this RFP. Data cables from wall-mounted jacks (drops) to computer workstations ARE NOT required in this RFP.

- 4.2.1.10 As an alternative to the standard Category 5 UTP cable specified in this document, vendors are requested to submit, as an option, a bid utilizing Belden "DataTwist-350 Enhanced Category 5" UTP cable in this project.
- 4.2.1.11 Vendor is required to remove any pre-existing network cable identified as inactive as new network cable is installed.
- 4.2.2 **Wiring Standards-General Specifications**
- 4.2.2.1 Paris I.S.D. supports the IEEE 802.2 10-Base T and the EIA/T-568B standards for Category 5.
- 4.2.2.2 All network cable utilized shall be four (4) wire pair, Category 5, plenum rated data grade cable.
- 4.2.2.3 All patch cables (work station, patch panel) shall be PVC rated-gray jacketed.
- 4.2.2.4 Colors of all exposed network cabling shall be selected by Paris I.S.D. from manufacturer's standard colors and vendor shall submit wire samples and/or wire color charts for Paris I.S.D.'s consideration.
- 4.2.2.5 Network cable(s) shall not be installed in the same conduit, duct or track with electrical cables.
- 4.2.2.6 Network cable(s) will not run over fluorescent lights, electrical cable, and/or any electrical device(s).
- 4.2.2.7 Network cable(s) in drop ceilings will be hung wherever possible.
- 4.2.2.8 Network cable(s) will NOT lie on ceiling grid or ceiling tiles.
- 4.2.2.9 The contractor shall supply and install conduit, duct or track for network cable(s) in exposed areas.
- 4.2.2.10 The only exposed cable accepted will be workstation patch cables between wall plugs, conduit, and/or track.
- 4.2.2.11 Network equipment will be located in area designated by Paris I.S.D. and will be easily accessible for maintenance by technicians.
- 4.2.2.12 Network equipment or network devices will be mounted at a height for a technician to have access without the use of ladders, and not to be located behind any other device, equipment, or to be hidden at any future time.

- 4.2.2.13 All network equipment will be placed with regard to the environment and its effect on network operation.
- 4.2.2.14 No equipment is to be placed near electrical panels, electrical devices, transformers, or any equipment that may cause interference with the network.
- 4.2.2.15 It is the installer's responsibility to see that equipment is placed correctly for optimal network performance.
- 4.2.2.16 It is Paris I.S.D.'s responsibility to provide the correct location to meet this specification.
- 4.2.2.17 Equipment in ceiling except for cabling will NOT be accepted without prior written consent of Paris I.S.D.
- 4.2.2.18 Cable bends will not exceed the manufacturer's suggested bend radius for that type of data cable.
- 4.2.2.19 Cable(s) installed outside shall be rated for exterior uses.
- 4.2.2.20 Cable(s) installed overhead between buildings shall meet all local codes for height and reinforcement as well as manufacturer's specification.
- 4.2.2.21 Cable(s) installed underground shall meet all local codes and manufacturer's specifications.
- 4.2.2.22 If microwave transmission is utilized, towers shall meet all local codes and vendor will obtain all proper permits to install same.
- 4.2.2.23 Installation will conform to manufacturer and local standards of tower installation.
- 4.2.2.24 If wiring is installed between buildings not on same physical site, it is Paris I.S.D.'s responsibility to obtain permission to use easement and poles.
- 4.2.2.25 It is the vendors responsibility to obtain all necessary permits and coordinate installation with proper city, state, and utility personnel.
- 4.2.2.26 All conduit, ducts, track and raceways shall be supported at industry standard intervals for the size specified, utilizing proper anchoring devices and techniques for each type of cable used.
- 4.2.2.27 All cables, fiber, UTP, workstation patch cables, shall have labels on both ends.

- 4.2.2.28 All cable paths and wiring methodology shall be documented and vendor shall supply duplicate copies of that documentation.
- 4.2.2.29 All "flush mount" or "surface mount" duct systems and/or raceways shall be attached with manufacturer's recommended screw-type fasteners with maximum three foot spacing increments. Double-sided tape adhesive fasteners are not acceptable.
- 4.2.2.30 Network cable paths shall run at right-angles to the building structure. No exceptions are allowed without the expressed written consent of Paris I.S.D.
- 4.2.3 **Wiring Specifications-Unshielded Twisted Pair (UTP)**
  - 4.2.3.1 All RJ-45 connectors shall meet IEEE 802.2 10-Base T and EIA/T-568B Category 5 specifications and will be installed as per the attached RJ-45 Connector Specifications (see Appendix A.1).
  - 4.2.3.2 All network data wall jacks shall meet IEEE 802.2 10-Base T and EIA/T-568B Category 5 standards and will be installed as per the attached Wall Plug Network Data Specifications (see Appendix A.2). Wall jack color shall be orange unless otherwise specified.
  - 4.2.3.3 Wiring runs will not exceed 330 ft. (100 meters) node to concentrator, including all cross connects, patch panel cables, and work station patch cables.
  - 4.2.3.4 Concentrator to concentrator distance shall not exceed 330 ft. (100 meters) if connected with UTP cabling.
  - 4.2.3.5 All pairs shall be terminated at both ends, including workstation patch cables, wall plugs, 66 or 110 blocks, cross connects, and jumpers.
  - 4.2.3.6 All wall plugs shall be labeled in two positions: (1) on top edge, and (2) on front of face plate.
  - 4.2.3.7 UTP cable shall not be run over fluorescent lights, electrical cables, or near any electrical device that may cause interference with network performance.
  - 4.2.3.8 If UTP cable is run in walls, floors, or any area where the cable is hidden by normal building type, a wall plug must be used to terminate the connection and workstation patch cables will be provided.

- 4.2.3.9 All drops shall be tested and certified as meeting IEEE 802.2 10-Base T standards and EIA/TIA specifications and testing should measure parameters such as Near-End-Crosstalk (NEXT), Attenuation-to-Crosstalk (ACR), resistance, capacitance, impedance, length, and noise. A LAN tester, such as the Microtest PentaScanner or equivalent, should be used to perform these tests. A corresponding printout listing results of measurements for each drop shall be included in the As Built Documentation requirement as specified in Section 6.3.4.
- 4.2.3.10 Any connection not meeting the above standards will be replaced at the vendor's expense.
- 4.2.3.11 Each connection requires one cable.
- 4.2.3.12 No splitting of four (4) pair UTP cable for two connections will be accepted.
- 4.2.3.13 "Split Pair" cabling will NOT be accepted for any portion of the cabling plant.
- 4.2.3.14 UTP cable shall not be run over or next to heat sources. Hot water pipes and heating ducts are considered heat sources.
- 4.2.3.15 There shall be eighteen (18) inches of spare wire at any outlet.
- 4.2.4 **Wiring Specifications-Fiber Optic**
- 4.2.4.1 Fiber optic cable shall be installed strictly according to manufacturer's specifications. Manufacturers installation specifications shall be provided to Paris I.S.D. as a component of As Built Documentation. 4.2.4.2 All fiber shall meet industry specification for each type of installation. These specifications include interior, exterior, aerial, and underground installations.
- ◆ Buried fiber optic cable shall be of loose tube, all dielectric construction, and be placed in sealed PVC pipe on not less than 1.5" I.D. and buried at not less than 18" depth. Minimum bend fiber optic cable radii shall be observed in the bends made in PVC pipe.
  - ◆ Aerial fiber optic cable shall be of loose tube, all dielectric construction, and shall be designed for outdoor, self-supporting applications. The outer jacket shall be constructed of UV resistant material.

- ◆ Short run, inter-building exterior runs of fiber optic cable shall be of tight buffered construction, placed in schedule 40 or heavier sealed PVC pipe. The ratio of cable diameter to inside diameter of PVC pipe shall be no less than 1:2 (fill ratio  $\leq 50\%$ ). Minimum bend fiber optic radii shall be observed in the bends made in PVC pipe.
  - ◆ Interior fiber optic cable shall be tight buffered construction. The outer jacket and/or coating shall be plenum rated.
- 4.2.4.3 All interior fiber optic cable shall be installed in plenum rated raceways and/or innerduct.
- 4.2.4.4 At each end of the loose tube cable terminations, within 50 feet of building entry, the vendor will provide fiber optic break-out kits specifically made for the fiber optic cable's physical characteristics. All strands shall be terminated.
- 4.2.4.5 If the fiber optic cable of outdoor type must be run for greater distances than 50 feet indoors, it must be placed in metal conduit. The ratio of cable diameter to inside diameter of conduit shall be no less than 1:2 (fill ratio  $\leq 50\%$ ).
- 4.2.4.6 At each indoor termination point, the vendor shall provide a wall-mounted (on plywood) or rack-mounted fiber optic patch panel, terminating each strand with a ceramic, ST-style, fiber optic connector.
- 4.2.4.7 Strain relief attachments shall be securely made according to the specifications of the patch panel manufacturer.
- 4.2.4.8 All loops of fiber optic patch cables shall be enclosed in a suitable enclosure such that each loop will be properly supported and out of sight and reach of students.
- 4.2.4.9 The contractor shall provide unit pricing on fiber optic patch cables to complete connectivity from the installed patch panels to the distribution equipment.
- 4.2.4.10 The fiber count will be a minimum of a 6-fiber count.
- 4.2.4.11 All fiber shall be 62.5  $\mu\text{m}$ , multimode fiber with a loose tube construction for outdoor application, tight buffer for indoor application.
- 4.2.4.12 If fiber is to be installed between exterior poles, contractor will supply and install industry standard messenger wire between the poles for the support of the fiber cable. Fiber optic cable shall be webbed to the messenger cable according to fiber optic cable manufacturer's specifications.

- 4.2.4.13 The contractor will provide vertical pedestals at the "air-to-ground" transition points for the storage of fiber loops to be used in the event of overhead or underground damage to the installed fiber.
- 4.2.4.14 Approximately 20 feet of fiber cable, looped at each end of the run shall be provided.
- 4.2.4.15 At each building entrance the contractor shall provide a weatherproof and aesthetically pleasing cable entrance, non-obtrusive and enclosed in rigid conduit, utilizing a NEMA 4 standard junction box or LB fitting. Any fitting shall allow the cable to enter the building without exceeding the manufacturers bend radius.
- 4.2.4.16 Contractor is not permitted to alter existing exterior building finish materials by cutting into exterior to mount any form of equipment. To do so will result in liability of contractor to remove attached equipment and replace any exterior finish materials immediately upon request from school authorities or Paris I.S.D. designees.
- 4.2.4.17 The contractor shall certify the fiber cable at three specific benchmarks:
- ◆ The fiber shall be certified in bulk, on a "per strand" basis upon delivery to assure that no damage has occurred during shipping or assume responsibility, in writing, for the integrity of the cable at completion of the job. At this point the contractor will be responsible for the fiber's condition until installation is complete.
  - ◆ After the fiber has been installed, but prior to termination, the fiber shall be tested again to assure that individual strands have not broken, or that the integrity of the cable has not been compromised.
  - ◆ The terminated fiber shall be tested to assure that the terminations are sound and that they meet industry standard loss budgets (no more than .7dB per mated connector pair).
- 4.2.4.18 Each of these tests shall be performed with an Optical Time Domain Reflectometer (O.T.D.R.) measured at either 850 or 1300 nanometers, with physical traces of each strand printed and supplied as the final acceptance documentation (see As Built Documentation). Additionally, vendor shall certify that all fiber strands pass industry standard minimum power transmission tests. As an alternative, the vendor may submit a fiber testing procedure normally performed by that vendor in the proposal; but should include, as an option, testing performed with an O.T.D.R.



4.2.4.19 If the above requirements are waived by Paris I.S.D. prior to installation of the fiber, the Vendor assumes financial responsibility for resolution of performance or operational issues within a reasonable time period. The resolution of these issues may include, but are not limited to:

- ◆ At the Vendors expense, any fiber or fiber terminations, will be certified as meeting industry standards according to the above tests.
- ◆ Vendor will replace any fiber or fiber terminations at the Vendor's expense that does not meet the above specifications and tests.

4.2.5 **Rack Specifications**

4.2.5.1 Free-standing relay racks or wall mounted racks will be used to mount concentrators, patch panels, or any other network device.

4.2.5.2 It is recommended if more than a combination of four concentrators or patch panels are to be used in the same location, a free standing relay rack be used.

4.2.5.3 It is the responsibility of Paris I.S.D. to provide free-standing relay racks at all MDFs in the district.

4.2.5.4 It is the responsibility of the contractor to provide racks and/or cabinets at all IDF's and/or other applicable locations and should meet the following specifications:

- ◆ Racks and/or wall mount cabinets located in areas with normal public access to students and faculty/staff must be enclosed and have locking doors. Acceptable racks/cabinets include Hubbell Premise Wiring, Inc. Model MCCxxWMC-19 or equivalent.
- ◆ Wall mount racks located in secured wiring closets are not required to be enclosed. Acceptable wall mount racks include Hubbell Premise Wiring, Inc. Model MCCxxWMR19 or equivalent.

4.2.5.5 In the selection of rack sizes, the vendor shall allow space for a 20% growth factor.

4.2.6 **Other Specifications**

4.2.6.1 Any equipment that is to be wall mounted shall be mounted on plywood. No direct mounting to any type of wall construction will be accepted.

4.2.6.2 All equipment will be designed to be rack (relay) mounted following E.I.A. 19 specifications.

- 4.2.6.3 All wall or floor mounted racks or other equipment shall be firmly fastened in place with industry standard fasteners.
- 4.2.6.4 All penetrations of firewalls by vendor when installing cable and/or conduit must be sealed in accordance with NFPA standards.

## **5.0 Detailed Campus Cabling Requirements**

### **5.1 Campus Cabling Drawings**

Detailed campus drawings indicating proposed location of all drops on all campuses is available from Paris I.S.D. for the cost of reproduction. This package includes a minimum of six (8) full-size floor plans and is available for \$24.00 (\$3.00/sheet).

The drawing package includes the following drawings:

**Figure 5.1-Campus Cabling Requirement/Paris High School**  
**Figure 5.2-Campus Cabling Requirement-Travis Junior High School**  
**Figure 5.3-Campus Cabling Requirement-Crockett Middle School**  
**Figure 5.4-Campus Cabling Requirement-Aikin Elementary School**  
**Figure 5.5-Campus Cabling Requirement-Justiss Elementary School**  
**Figure 5.6-Campus Cabling Requirement-Givens Elementary School**  
**Figure 5.7-Campus Cabling Requirement-Head Start-Givens Elem School**

**Cabling Drop Summary**

Table 5.1 below lists the number of network drops to be added at each MDF/IDF per campus. Note that a number of campuses will undergo major construction over the next two years and locations of MDFs and IDFs have taken that into consideration. Also, no drops will be added in areas that are scheduled for major renovation.

| <b>Campus</b>                    | <b>ID Number</b> | <b>Drops/Node</b> | <b>Drops/Campus</b> |
|----------------------------------|------------------|-------------------|---------------------|
| <b>Paris High School</b>         | <b>MDF-P</b>     | 52                |                     |
|                                  | IDF-P1           | 137               |                     |
|                                  | IDF-P2           | 141               |                     |
|                                  | IDF-P3           | 8                 |                     |
|                                  | IDF-P4           | 2                 |                     |
|                                  | IDF-P5           | 105               |                     |
|                                  | IDF-P6           | 36                | 481                 |
| <b>Travis Junior High School</b> | <b>MDF-T</b>     | 77                |                     |
|                                  | IDF-T1           | 56                |                     |
|                                  | IDF-T2           | 47                | 180                 |
| <b>Crockett Middle School</b>    | <b>MDF-C</b>     | 95                |                     |
|                                  | IDF-C1           | 70                |                     |
|                                  | IDF-C2           | 8                 | 173                 |
| <b>Aikin Elementary School</b>   | <b>MDF-A</b>     | 76                |                     |
|                                  | IDF-A1           | 86                |                     |
|                                  | IDF-A2           | 83                |                     |
|                                  | IDF-A3           | 75                |                     |
|                                  | IDF-A4           | 16                | 336                 |
| <b>Justiss Elementary School</b> | <b>MDF-J</b>     | 73                |                     |
|                                  | IDF-J1           | 75                |                     |
|                                  | IDF-J2           | 67                | 215                 |
| <b>Givens Elementary School</b>  | <b>MDF-G</b>     | 39                |                     |
|                                  | IDF-G1           | 40                |                     |
|                                  | IDF-G2           | 6                 |                     |
|                                  | IDF-G3           | 32                |                     |
|                                  | IDF-G4           | 4                 | 121                 |
|                                  |                  |                   |                     |

**Table 5.1-Summary of Drops/Node-Campus**

**6.0 Implementation, Testing, and Documentation**

The implementation criteria are detailed in this section.

**6.1 Implementation**

**6.1.1 Implementation Plan**

The successful bidder shall be required to present a detailed implementation plan upon bid award.

Describe what responsibilities Paris I.S.D. must provide in order to house the proposed system.

**6.1.2 Subcontractors**

Vendor must be fully responsible for the acts and omissions of its subcontractors.

**6.1.3 Code Compliance**

Vendor must guarantee installation of the system will be in full compliance with all federal, state, and local government building and fire statutes, codes, regulations, and industry standards.

**6.1.4 Facility Restoration**

Vendor must be responsible for full restoration of all Paris I.S.D. surfaces, buildings, and grounds to their original condition.

**6.1.5 Final Change Date**

When is the last date vendor can accept changes to the products for installation?

**6.2 Acceptance Testing**

Vendor shall describe and list a detailed acceptance test plan. Describe the criteria for assuring full system performance and outline how tests will be conducted to demonstrate proper installation.

**6.3 Documentation-General Specifications**

**6.3.1** All aspects of the installation of the network will be documented by the installer.

**6.3.2** This documentation will include all items listed and may include other information as requested by Paris I.S.D.

6.3.3 **Responsibility of Successful Bidder (Documentation)**

1. As Built Documentation must be provided.
2. General Bid Requirements (Documentation).

6.3.4 **General Specifications (Documentation)**

Vendor will supply two (2) copies of the As Built Documentation to Paris I.S.D.. This will include all wiring documentation and equipment setup. Cable layout maps attached or supplied with this proposal may be used. Any drawing attached or supplied with this proposal may be used. All work may be inspected for accuracy of work as depicted by drawing. Vendor will supply lists of all serial numbers, where applicable, of all equipment installed. This list will include all hardware used.

6.3.5 **Wiring Standards (Documentation)**

All cables shall have both ends labeled. This will include all fiber, coax, UTP cables, and patch panel cables. A list will be provided listing all labels. All cable paths and wiring methodology documentation including label information must be provided

6.3.6 **Unshielded Twisted Pair (UTP) Specifications (Documentation)**

Vendor shall provide test information on all Category 5 drops installed.

6.3.7 **Fiber Optic Specifications (Documentation)**

Vendor shall provide test information on all strands of fiber installed.

## **7.0 Pricing**

### **7.1 General Provisions**

- 7.1.1 Paris I.S.D. reserves the right to increase or decrease any quantities given in the proposal document at time of acceptance or prior to installation.
- 7.1.2 Paris I.S.D. reserves the right to negotiate any alterations to proposal specifications due to oversight or error. (This does not apply to quantities, see 7.1 above.)
- 7.1.3 Paris I.S.D. reserves the right to inspect samples of equipment and/or components proposed prior to awarding the proposal. These samples may include:
- ◆ RJ-45 modules
  - ◆ Wiring methodology of RJ-45 modules
  - ◆ RJ-45 connectors
  - ◆ Wiring methodology of RJ-45 connectors
  - ◆ Wiring methodology of 66 blocks or 110 blocks
  - ◆ Wiring methodology of patch panels
  - ◆ Wiring methodology of cross connects
  - ◆ RJ-58 connectors
  - ◆ Wiring methodology of RJ-58 connectors
  - ◆ Concentrators (if applicable)
  - ◆ As Built Documentation
  - ◆ Fiber, UTP cables
  - ◆ Specialty items as required by this proposal
  - ◆ Fiber optic cable termination methods
  - ◆ Fiber optic cable splicing technique
  - ◆ Fiber optic cable testing techniques
- 7.1.4 Paris I.S.D. reserves the right to delete one or more of the parts of the proposal at the time of awarding the proposal.
- 7.1.5 Vendors are cautioned to write all prices and descriptions in a legible manner so there will be no doubt as to the intent and scope of the proposal.
- 7.1.6 The base proposal price shall include all labor and materials required to install the items in accordance with the specifications as approved by Paris I.S.D.
- 7.1.7 Paris I.S.D. requests that the base proposal price be broken out on a campus by campus basis.

- 7.1.8 Vendors are also requested to submit a pricing structure in the event that Paris I.S.D. determines that additional drops might be required after contract is awarded.
- 7.1.9 Contracts for purchases will be put into effect by means of purchase orders executed by Paris I.S.D..
- 7.1.10 Vendor is responsible for all permits, insurance and certifications necessary to complete contract.

## **7.2 Change Orders**

The following procedure be followed if change orders are required:

- ◆ Written authorization for a change shall be submitted by Paris I.S.D. to the Vendor. It should contain the following:
  1. Description of work to be performed
  2. Request for price for work to be done
- ◆ Upon receipt of change order by Vendor a price or if No Charge is applicable, will be submitted in writing to Paris I.S.D..
- ◆ It is Paris I.S.D.'s policy NOT to make verbal authorization for change orders to the Vendor. It is the Vendors responsibility NOT to accept verbal authorization for change orders



## Appendices

- A.1 RJ-45 Connector Specifications**
- A.2 Wall Plug Network Data Specifications**
- B. Proposal Response Form**
- C. Business References Form**
- D. Contractor's Certification Of Workman's Compensation Insurance Coverage Form**
- E. Resident Certification Form**

## **APPENDIX A.1**

### **A.1 RJ-45 Connector Specifications**

**A.1.1** Pair Ranking Pair 1 = White and Blue Pair 2 = White and Orange Pair 3 = White and Green Pair 4 = White and Brown

**A.1.2** Pairs shall be installed according to IEEE 802.2 10-BASE-T and E.1.A./T-568B Category 5 standards:

- ◆ Pin 1 - White/Orange
- ◆ Pin 2 - Orange/White
- ◆ Pin 3 - White/Green
- ◆ Pin 4 - White/Blue
- ◆ Pin 5 - Blue/White
- ◆ Pin 6 - Green/White
- ◆ Pin 7 - White/Brown
- ◆ Pin 8 - Brown/White

**A.1.3** No split pair connectors will be accepted.

- ◆ Workstation cable - between wall plug and PC Hidden cable - between wall plug and 66 or 110 block Hidden cable - between wall plug and concentrator Jumper cable - between 66 or 110 block and concentrator

**A.1.3** All pairs shall be installed and crimped in connector.

**A.1.4** Shielding shall be installed and crimped into connector.

**A.1.5** All connections shall be tested for continuity using a cable tester. Workstation patch cable, wall plug connection, 66 or 110 blocks connections, concentrator connections. These tests can be made with the following devices.

- ◆ Test-AII IV
- ◆ Paladin Patch-Check Aim Link Tester

**A.1.6** RJ-45 Connectors equal to AMP part number 5-554720-3.

## **APPENDIX A.2**

### **A.2 Wall Plug Network Data Specifications**

A.2.1 Note that the RJ-45 connector is wired 1, 2, 3 and 6 using the following color to pin arrangement:

- ◆ White/Blue - Pin 5
- ◆ Blue/White - Pin 4
- ◆ Orange/White - Pin 3
- ◆ White/Orange - Pin 6
- ◆ White/Green - Pin 1
- ◆ Green/White - Pin 2
- ◆ White/Brown - Pin 7
- ◆ Brown/White - Pin 8

A.2.2 This configuration wiring scheme causes the modular plug to use the Orange and Green pairs as 1, 2, 3, and 6.

A.2.3 Wiring installations that incorrectly wire the modular plug will not be accepted.

A.2.4 Pairs shall be installed according to IEEE 802.2 10BASE-T and E.I.A./T-568B Category 5 standards.

A.2.5 Equal to AMP part number 557680-1

A.2.6 Wall Plug Network Data Specifications:

- ◆ RJ-45 Modular Jack EIA/T-568A Standard Connect, Category 5

**Appendix B**

**Proposal Response Form**

**Please fill in completely**

**Name of Business** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**State Tax ID#:** \_\_\_\_\_ **Federal Tax ID#:** \_\_\_\_\_

**QISV #:** \_\_\_\_\_

**I do hereby certify that the attached bid response represents a good faith effort to supply the Paris Independent School District with the requested goods and services as set forth in this document. I have read completely and agree to all tenets contained herein. The Paris Independent School District and anyone in its employ has not made any agreement outside of this document concerning work contained herein nor any future work that might relate to this project:**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Appendix C**

**Customer References**

**Please fill in completely**

- (1) **Name of Business** \_\_\_\_\_  
**Addr:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Business Phone:** \_\_\_\_\_ **Extension:** \_\_\_\_\_
- (2) **Name of Business** \_\_\_\_\_  
**Addr:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Business Phone:** \_\_\_\_\_ **Extension:** \_\_\_\_\_
- (3) **Name of Business** \_\_\_\_\_  
**Addr:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Business Phone:** \_\_\_\_\_ **Extension:** \_\_\_\_\_
- (4) **Name of Business** \_\_\_\_\_  
**Addr:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Business Phone:** \_\_\_\_\_ **Extension:** \_\_\_\_\_
- (5) **Name of Business** \_\_\_\_\_  
**Addr:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Business Phone:** \_\_\_\_\_ **Extension:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Appendix D

**CONTRACTOR'S CERTIFICATION  
OF  
WORKMAN'S COMPENSATION INSURANCE COVERAGE**

**PROJECT NAME:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

**GENERAL CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

IN ACCORDANCE WITH ARTICLE 8308-3.23 (C) VATS, I CERTIFY ALL OF THE EMPLOYEES EMPLOYED ON THE ABOVE REFERENCED PROJECT ARE COVERED BY WORKERS COMPENSATION INSURANCE AS DEFINED BY CURRENT LAW.

I FURTHER CERTIFY I HAVE ON FILE CERTIFICATION THAT ALL EMPLOYEES OF ALL SUBCONTRACTORS ON THE ABOVE REFERENCED PROJECT ARE COVERED BY WORKERS COMPENSATION INSURANCE BY CURRENT LAW.

**SIGNATURE OF OFFICER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Appendix E

### RESIDENT CERTIFICATION

In accordance with Article 601g as adopted by the 1985 Texas Legislature, the following will apply. The legal portion of the act has been extracted and is as follows:

Article 601g State of Political Subdivision Contracts for Construction Supplies, Services bids by non-resident Section 1(a) in the Act:

1. Government Agency of the state means (A) an incorporated city or town, a county, a public school district, a special-purpose district or authority, or a district, county or justice of the peace court.
2. Nonresident bidder means a bidder whose place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
3. A Texas resident bidder means a bidder whose place of business is not in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
4. The state or government agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase supplies, material, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by the responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that as defined in Article 601g that

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_ **Yes, I am a Texas Resident Vendor**

\_\_\_\_\_ **No, I am a \_\_\_\_\_ Resident Vendor**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

EXHIBIT 3

14 March, 1999

Universal Service Administrative Co.  
Schools and Libraries Division  
Box 125-Correspondence Unit  
100 South Jefferson Road  
Whippany, NJ 07981

SUBJECT: Vendor Change

Dear Sirs:

This letter is in reference to the following SLC commitment:

|                          |                             |
|--------------------------|-----------------------------|
| Billed Entity Applicant: | Paris Indep School District |
| Billed Entity Number:    | 140607                      |
| Funding Year:            | 1998                        |
| Contact Person Name:     | Bennie Tschoerner           |
| Contact Phone Number:    | (903)737-7473               |

|                         |                      |
|-------------------------|----------------------|
| Funding Request Number: | 0000040949           |
| Vendor SPIN Number:     | 143010204            |
| Service Provider Name:  | Powers Services, Inc |
| Commitment Decision:    | \$61,813.50          |

The approved vendor listed above could NOT perform the services in the time provided. We contracted with another vendor to perform the service for the initial bid amount. The vendor that performed the service was:

|                        |                 |
|------------------------|-----------------|
| Vendor SPIN Number:    | 143016650       |
| Service Provider Name: | LHR Enterprises |

What is the procedure (if applicable) for making a change such as this?

Thank you very much for your time and considerations.

---

Elaine Ballard, Superintendent

---

Bennie Tschoerner, Contact  
btschoerner@txed.net  
903-737-7473 x231





UNIVERSAL SERVICE  
ADMINISTRATIVE CO.

Box 125 - Correspondence Unit  
100 South Jefferson Road  
Whippany, New Jersey 07981

EXHIBIT 4

SCHOOLS AND LIBRARIES DIVISION

### Administrator's Decision on SPIN Change

August 18, 1999

BENNIE TSCHOERNER  
Paris Independent School District  
PO DRAWER 1159  
PARIS, TX 75461

Re: Application Number: 16647  
Funding Request Numbers: 40949  
Funding Year: 1998

After thorough review and investigation of your letter seeking approval to change Service Provider Identification Number (SPIN) and service provider for the funding year listed above, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company has made the following determination on each Funding Request Number that was included in your inquiry for the above referenced Application Number.

Funding Request Numbers: FRN's listed above:  
Decision on inquiry to change SPIN number and service provider: Denied

The following explanation is provided to inform you of the reason for our decision on these Funding Request Numbers.

The SLD has finalized its policy and procedures for considering requests from applicants to change SPINs and allow substitution of service providers. The only circumstances under which the SLD can approve such SPIN change requests are:

- Service provider refuses to participate in the E-rate program
- Service provider has gone out of business
- Service provider has breached its contract with the applicant

It has been determined that your situation did not fall into the above mentioned categories, therefore your request has been denied.

If, as a result of this decision, you decide to rescind your request to change service provider, you may do so by filling in the box below and faxing it to the number indicated. This will facilitate the processing of your application as originally filed. You will also need to file a Form 486 indicating the Service Start Date with the original service provider identified in your Form 471. However, please note that if you have already begun to receive services from the unapproved new service provider, no funds will be available from the E-rate program for that service provider.

If you feel further examination of your application is in order, you may file an appeal with the Federal Communications Commission, Office of the Secretary, 445 12<sup>TH</sup> Street, S.W., Room TW-A325, Washington, DC 20554. Before preparing and submitting your appeal, please be sure to review the FCC rules concerning the filing of an appeal of an Administrator's Decision, which are posted to the SLD Web Site at <[www.sl.universalservice.org](http://www.sl.universalservice.org)>. The appeal must be filed with the FCC no later than 30 days from the date of the issuance of this letter, in order for the appeal to be filed in a timely fashion.

Thank you for your continued patience and cooperation during the decision process.

Schools and Libraries Division  
Universal Service Administrative Company

|   |  |
|---|--|
| <b>Funding Request Number(s):</b>   | <b>Original Service Provider (as listed in Form 471) and SPIN:</b> |
| <b>I hereby rescind my request to change the above named Service Provider. I will submit a Form 486 (to the address listed on the Form 486) indicating the above-named Service Provider and listing the Service Start Date.</b> |  |
| <b>Print Name:</b>  |  |
| <b>Signature:</b>   |  |
| <b>Date:</b>  |  |

Fax to: Schools and Libraries SPIN Change Team (973) 884-8217

DOCUMENT OFF-LINE

This page has been substituted for one of the following:

- o An oversize page or document (such as a map) which was too large to be scanned into the ECFS system.

- o Microfilm, microform, certain photographs or videotape.

- o Other materials which, for one reason or another, could not be scanned into the ECFS system.

The actual document, page(s) or materials may be reviewed by contacting an Information Technician. Please note the applicable docket or rulemaking number, document type and any other relevant information about the document in order to ensure speedy retrieval by the Information Technician.

*One diskette.*